

ADMINISTRATIVE LEAVE

(a) Effective pay period 1 of each year, an employee in a regular position in the classifications of Sheriff's Lieutenant, District Attorney Assistant Chief Investigator, and Deputy Sheriff Criminalist IV will be provided with eighty (80) hours of Administrative Leave time for the employee's use. Employees entering the group of classes covered by this Section (i.e., Sheriff's Lieutenant, District Attorney Assistant Chief Investigator and Deputy Sheriff Criminalist IV) after the beginning of pay period 1 shall be credited with Administrative Leave prorated on a monthly basis, based upon the annual rate of eighty (80) hours (i.e., 6.67 hours per month, or any portion thereof). Such Administrative Leave may be cashed out at the employee's then current base rate of pay in increments of one (1) hour one (1) time during the calendar year to the extent that the hours would have accrued at a rate of 6.67 hours per month minus any hours used up to that time. Any Administrative Leave accrual balances in effect at the end of the last pay period paid in the calendar year will automatically be paid at the employee's then current base rate of pay. Employees may designate that cash outs of Administrative Leave be allocated to the County's Section 457 Deferred Compensation Plan, consistent with the requirements and restrictions of such Plan. Upon termination of employment, unused Administrative Leave will be paid at the current rate of pay only by the amount of hours that would have been accrued at a rate of 6.67 hours per month that exceeds the total number of hours previously used and cashed out. Administrative Leave may be used on the same basis and under the same conditions as vacation leave.

(b) Effective pay period 1 of each year, employees in regular positions in the classifications of Sheriff's Sergeant, District Attorney Supervising Investigator, and Deputy Sheriff Criminalist III, will be provided with forty (40) hours of Administrative Leave time for the employee's use. Employees entering any of these classes after the beginning of pay period 1 shall be credited with Administrative Leave prorated on a monthly basis, based upon the annual rate of forty (40) hours (i.e., 3.33 hours per month, or any portion thereof). Such Administrative Leave may be cashed out at the employee's then current base rate of pay in increments of one (1) hour one (1) time during the calendar year to the extent that the hours would have accrued at a rate of 3.33 hours per month minus any hours used up to that time. Any Administrative Leave accrual balances in effect at the end of the last pay period paid in the calendar year will automatically be paid at the employee's then current base rate of pay. Employees may designate that cash outs of Administrative Leave be allocated to the County's Section 457 Deferred Compensation Plan, consistent with the requirements and restrictions of such Plan. Upon termination of employment or upon leaving the group of classes covered by this Section (Sheriff's Sergeant, District Attorney Supervising Investigator, and Deputy Sheriff Criminalist III), unused Administrative Leave will be paid at the current rate of pay only by the amount of hours that would have been accrued at a rate of 3.33 hours per month that exceeds the total number of hours previously used and cashed out. Administrative Leave may be used on the same basis and under the same conditions as vacation leave.

(c) Any Administrative Leave accumulated and unused in calendar year 1995 and calendar year 1996 shall be placed in a separate bank for the employee's later use as time off. In the event an employee leaves County service with a balance in that bank, that balance will be cashed out at the then current rate.

DISTRICT ATTORNEY INVESTIGATOR SERIES REORGANIZATION

Effective December 13, 2003 (pay period 1/04), the District Attorney Investigator series is being reorganized. This Article applies to incumbents in the classes of District Attorney Investigator I, District Attorney Investigator II, and District Attorney Assistant Chief Investigator as of December 13, 2003, and is to clarify how this reorganization will be implemented for those employees.

All incumbents in the class of District Attorney Investigator I will be promoted to the new class of District Attorney Senior Investigator. All incumbents in the class of District Attorney Investigator II will be promoted to the new class of Supervising District Attorney Investigator. Upon promotion to their new class, employees will maintain the same status (regular or probationary) held at the time of the promotion. Probationary employees will carry over any service hours completed toward the probationary period in the original class to the probationary period in the new class.

Incumbents will receive a 5% increase effective December 13, 2003, or the pay period in which the Board approves the action, whichever is later. Employees will be eligible for the next step increase after 2,080 service hours in accordance with Merit Advancements and Salary Rates and Step Advancements Articles.

HOURS OF WORK

Employees in this Unit, except those in the classifications of Sheriff's Sergeant, District Attorney Supervising Investigator, and Deputy Sheriff Criminalist III, are considered to be salaried executives. As such, they are subject to the following working conditions.

Employees shall be required to work during such hours as necessary to carry out the duties of their position, as designated by the appointing authority, and such hours may be varied so long as the work requirements and efficient operations of the County are assured.

Such hours may include short periods away from work for personal reasons at times the employee judges to be appropriate for his/her absence.

Employees covered by this Article who are disciplined by a suspension without pay shall only receive such suspension in increments of one (1) work week. Alternatively, an appointing authority may discipline the employee covered by this Article via a deduction of accrued leave time. The accrued leave time is limited to vacation, holiday or administrative leave. Deduction of accrued leave time may be made in increments of less than one (1) work week. Any disciplinary action imposed under this Article is subject to appeal under the Personnel Rules of San Bernardino County and the applicable provisions of the Grievance Procedure Article. Employees shall not be disciplined by a reduction in step. Employees in regular positions in this unit are considered to be salaried for purposes of the Fair Labor Standards Act. If as a result of changes in legislation, federal regulations or court decisions, employees are considered to be unsalaried, the County and SEBA will meet and confer concerning the impact of such changes.

OVERTIME

(a) Policy – It is the policy of the County to discourage overtime except when necessitated by abnormal or unanticipated workload situations. It is the responsibility of the appointing authorities to arrange for the accomplishment of workloads under their jurisdiction within the normal tours of duty of employees. The County has the right to require overtime to be worked as necessary.

(b) 7(k) Exemption – The parties agree that all employees in this unit, except those who are exempt from overtime requirements pursuant to the FLSA, are covered by the partial overtime exemption set forth at 29 U.S.C. § 207(k) of the Fair Labor Standards Act. Although the County pays overtime compensation to employees in this unit in excess of what is required by Section 207(k) or any other provision of the Fair Labor Standards Act, the parties agree that the Section 207(k) partial overtime exemption has been adopted and is applicable to FLSA overtime.

(c) Definition – For employees covered by this Agreement who are in the classifications of Sheriff's Sergeant, District Attorney Supervising Investigator, and Deputy Sheriff Criminalist III, overtime shall be defined as all hours actually worked in excess of a regularly scheduled daily work shift, forty (40) hours per week, or eighty (80) hours during a pay period. In designated work locations where the regular work schedule does not call for the employees to work forty (40) hours per week, although it causes the employees to work an average of forty (40) hours per week during a pay period, overtime shall be defined as all hours actually worked in excess of a regularly scheduled daily work shift or eighty (80) hours per pay period. In designated work locations where the regular work schedule does not call for the employees to work at least eighty (80) hours in each pay period, although it causes them to work an average of at least eighty (80) hours per pay period during two (2) consecutive pay periods, overtime shall be defined as actual hours worked in excess of the regular scheduled daily work shift, or one hundred sixty (160) hours during two (2) consecutive pay periods.

For employees assigned to a 12-hour shift schedule, employees will normally be scheduled to work seven 12-hour shifts in a 14-day period. Overtime for employees assigned to this schedule shall be defined as all hours actually worked in excess of a regularly scheduled daily work shift, or in excess of eighty-four (84) hours per period.

All work periods which define overtime based as other than time worked in excess of forty (40) hours are established pursuant to Section 207(k) of the Fair Labor Standards Act, 29 USC 201 et seq.

All forms of paid leave time as set forth in the Leave Provisions Article, plus leaves of absence pursuant to Section 4850 of the California Labor Code, and time spent in meeting and conferring sessions shall be considered as time actually worked for purposes of computing premium overtime compensation.

Voluntary overtime and time spent while attending employee-initiated training shall not be considered as time worked for purposes of computing overtime compensation.

Unless specifically provided herein, "hours worked" for purposes of computing premium overtime shall be consistent with requirements established by the Fair Labor Standards Act and other applicable law.

Any time spent by an employee in a regular position who is required to appear in a court of law arising out of the employee's scope of employment during said employee's regularly scheduled off-duty hours shall be treated as time actually worked. Compensation for required

time spent in court as described above shall be granted to an employee only when said employee has actually reported to court. Such employee shall receive a minimum of two (2) hours time worked or the actual amount of time, whichever is greater. To qualify for such compensation, the employee must contact the District Attorney's Office no later than 8:30 a.m. on the scheduled day for court appearance to ensure that the case is still on the court's calendar. Any time spent traveling to and from court in excess of one (1) hour per occurrence shall be compensated at straight time rates, but shall not be credited as time worked for any other purposes.

When an employee in a regular position returns to active duty at the request of the appointing authority after said employee has been released from active duty and has left the work station, the employee shall be regarded as having worked for two (2) hours or for the actual amount of time worked, whichever is greater. Overtime scheduled in advance shall not be included. Further, employees called back to duty while assigned to on-call duty shall only be compensated for hours actually worked.

When an employee in a regular position reports for active duty at the request of the appointing authority while on vacation leave or other discretionary leave time off, the employee shall be paid for hours worked in lieu of scheduled leave time.

All overtime shall be reported in increments of full fifteen (15) minutes and is non-accumulative and non-payable when incurred in units of less than fifteen (15) minutes.

(d) Premium Overtime Compensation – Any employee in a regular position authorized by the appointing authority or authorized representative to work overtime shall be compensated at premium rates, i.e. one and one-half (1-1/2) times the employee's regular rate of pay. Payment for premium overtime compensation shall be made on the first regular payday following the pay period in which such overtime is worked, unless premium overtime compensation cannot be computed until some later date, in which case, premium overtime compensation will be paid on the next regular payday after such computation can be made. In lieu of cash payment, an employee may elect to accrue compensating time off at premium hours. Cash payment at the employee's base rate of pay (including POST incentive pay) shall automatically be paid for any compensating time in excess of one hundred twenty (120) hours, or any hours on record immediately prior to promotion, demotion or termination of employment. Compensatory time off may be taken with approval of the appointing authority at such time as will not impair the work schedule or efficiency of the department but with consideration given to the well-being of the employee.

On one occasion each calendar year, during the pay period which includes April 15, an employee may elect to convert up to forty (40) hours of compensatory time into cash payment at the rate of pay then in effect.

WAGE DIFFERENTIALS

Section 1 - Special Circumstances Pay

Sheriff's Sergeants in regular positions who are assigned as resident commanders to work and reside in the communities of Parker Dam, Trona, Wrightwood, and Lucerne Valley shall be compensated an additional ten and one-half percent (10.5%) above their base salary as provided in the Article on Salary Adjustments of this Agreement. In addition, such Sheriff's Sergeants shall receive a pay differential of one hundred forty-three dollars and seventy-five cents (\$143.75) per pay period.

Incumbents of these positions are not eligible for any overtime compensation under the Article on Overtime of this Agreement. The Sheriff shall designate the geographic boundaries of these communities for the purpose of defining residency requirements for eligibility for Special Circumstances Pay.

Section 2 - Flight Pay

The parties jointly agree that Safety Management and Supervisory Unit employees officially assigned to the Sheriff's Emergency Services Bureau/Aviation Division and who are assigned to act as pilots shall receive a wage differential for flight pay. The wage differential shall be fifteen percent (15%) above the base rate of pay as provided in the Article on Salary Adjustments of this Agreement.

Section 3 - Incentive Pay

A Safety Management and Supervisory Unit employee in a regular position who complies with the procedure below shall receive compensation above the base rate of pay for an Advanced POST Certificate or a Supervisory POST Certificate, Management POST Certificate, or for possession of a Master's Degree earned by attendance at an accredited college or university.

Effective February 26, 2000, the rates for POST pay shall be on the following schedule based on the "10" step of the pay range then in effect:

Classification	Advanced POST (hourly)	Supervisory POST, etc. (hourly)
Sheriff's Sergeant	\$2.33	\$3.49
D.A. Investigator II	\$2.44	\$3.66
Deputy Sheriff Criminalist III	\$2.69	\$4.03
Sheriff's Lieutenant	\$2.69	\$4.03
D.A. Assistant Chief Investigator	\$2.69	\$4.03
Deputy Sheriff Criminalist IV	\$2.82	\$4.24

Effective December 13, 2003, the rates for POST pay will be as follows:

Classification	Advanced POST (hourly)	Supervisory POST, etc. (hourly)
Sheriff's Sergeant	\$2.33	\$3.49
D.A. Supervising Investigator	\$2.57	\$3.85
Deputy Sheriff Criminalist III	\$2.69	\$4.03
Sheriff's Lieutenant	\$2.69	\$4.03
Deputy Sheriff Criminalist IV	\$2.82	\$4.24
D.A. Assistant Chief Investigator	\$2.98	\$4.46

This incentive pay shall be considered as part of the salary/wage range under the County Retirement System and as part of the regular rate of pay for purposes of computing overtime compensation and calculating sick leave, vacation, and holiday payoffs upon termination of employment, pursuant to the Article on Leave Provisions, Sections 1 (f), 2 (c) (4), and 3 (e). The employee shall submit a written request for POST pay to the department with an attached copy of the appropriate POST certificate or official transcript. This incentive pay shall start the first pay period following receipt by the County of a valid POST certificate or transcript. The County shall submit to POST in an expeditious manner applications by affected employees for the certificates described above.

Section 4 – Arson/Bomb Hazard Pay

Safety Management and Supervisory Unit employees who are assigned to the Arson/Bomb Unit shall receive a pay differential of three dollars (\$3.00) per hour per pay period above the base rate of pay as provided in the Salary Adjustment Article of this Agreement. Employees not assigned to the Arson/Bomb Unit, but who are trained in and required to perform arson/bomb duties, shall receive three dollars (\$3.00) per hour for any hours spent directly performing arson/bomb duties.

Safety Management and Supervisory Unit, Appendix B
New Salary Ranges

	DA Supv. Investigator		DA Asst. Chief Investigator	
	24		29	
Base Step	Hourly	Annual	Hourly	Annual
1	30.55	63,544.00	35.36	73,548.80
2	31.29	65,083.20	36.24	75,379.20
3	32.06	66,684.80	37.15	77,272.00
4	32.84	68,307.20	38.08	79,203.80
5	33.67	70,033.60	39.01	81,140.80
6	34.51	71,784.44	39.99	83,169.32
7	35.36	73,548.80	40.98	85,248.55
8	36.24	75,387.52	42.01	87,379.77
9	37.15	77,272.21	43.06	89,564.26
10	39.01	81,135.82	45.21	94,042.47
Int or Adv POST/Hr	\$2.57		\$2.98	
11	33.12	68,889.60	38.34	79,747.20
12	33.86	70,428.80	39.22	81,577.60
13	34.63	72,030.40	40.13	83,470.40
14	35.41	73,652.80	41.06	85,402.20
15	36.24	75,379.20	41.99	87,339.20
16	37.08	77,130.04	42.97	89,367.72
17	37.93	78,894.40	43.96	91,446.95
18	38.81	80,733.12	44.99	93,578.17
19	39.72	82,617.81	46.04	95,762.66
20	41.58	86,481.42	48.19	100,240.87
Adv or Supv. POST/Hr	\$3.85		\$4.46	
21	34.40	71,552.00	39.82	82,825.60
22	35.14	73,091.20	40.70	84,656.00
23	35.91	74,692.80	41.61	86,548.80
24	36.69	76,315.20	42.54	88,480.60
25	37.52	78,041.60	43.47	90,417.60
26	38.36	79,792.44	44.45	92,446.12
27	39.21	81,556.80	45.44	94,525.35
28	40.09	83,395.52	46.47	96,656.57
29	41.00	85,280.21	47.52	98,841.06
30	42.86	89,143.82	49.67	103,319.27

**AMENDMENT #2 TO THE 2002-2005 MEMORANDUM OF UNDERSTANDING
SAFETY MANAGEMENT AND SUPERVISORY UNIT**

**ADMINISTRATIVE LEAVE
DISTRICT ATTORNEY INVESTIGATOR SERIES REORGANIZATION
HOURS OF WORK
OVERTIME
WAGE DIFFERENTIALS
APPENDIX B (SALARY SCHEDULES)**

We agree to the changes to the terms and conditions of employment related to Administrative Leave, District Attorney Investigator Series Reorganization, Hours of Work, Overtime, Wage Differentials and Appendix B (Salary Schedules) as described in the attached Amendments to the Safety Employees' Benefit Association (SEBA) Memorandum of Understanding (Safety Management and Supervisory Unit).

County of San Bernardino

Safety Employees' Benefit Association

Date

Date

Safety Management and Supervisory Unit